

18053

2-363A037

ALVORD AND ALVORD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

18053-A

18053

COUNSEL
URBAN A. LESTER

18053-B

December 28, 1992

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) an Equipment Lease 1992-B dated as of December 22, 1992 and 2) a Security Agreement-Trust Deed 1992-B dated as of December 22, 1992 (each a "primary document"); and 3) a Lease Supplement No. 1 dated December 29, 1992 and 4) a Security Agreement-Trust Deed 1992-B Supplement No. 1 dated December 29, 1992 (each a "secondary document").

The names and addresses of the parties to the foregoing documents are:

Equipment Lease and Supplement No. 1

Lessor: The Connecticut National Bank, ss Trustee
777 Main Street
Hartford, Connecticut 06115

Lessee: Amoco Chemical Company
200 East Randolph Drive
Chicago, Illinois 60601

Security Agreement-Trust Deed and Supplement No. 1

Debtor: The Connecticut National Bank, as Trustee
777 Main Street
Hartford, Connecticut 06115

Secured Party: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603

Countersignature -

New No.

9B 6Y

- A 8A-7D

- B 8A-7D

- C 8A-7D

Mr. Sidney L. Strickland, Jr.
December 28, 1992
Page Two

A description of the railroad equipment covered by the foregoing documents is set forth in ANNEX I to the Lease Supplement No. 1.

Also enclosed is a check in the amount of \$64 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission Index is:

Equipment Lease 1992-B dated as of December 22, 1992 between The Connecticut National Bank, as Trustee, Lessor, and Amoco Chemical Company, Lessee, as supplemented by a Lease Supplement No. 1 dated December 29, 1992; and a Security Agreement-Trust Deed 1992-B dated as of December 22, 1992 between The Connecticut National Bank, as Trustee, Debtor, and LaSalle National Bank, Secured Party, as supplemented by Security Agreement-Trust Deed 1992-B Supplement No. 1 dated December 29, 1992, covering 62 covered hopper cars bearing AMCX reporting marks and road numbers.

Very truly yours,


Charles T. Kappler

CTK/bg
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

12/28/92

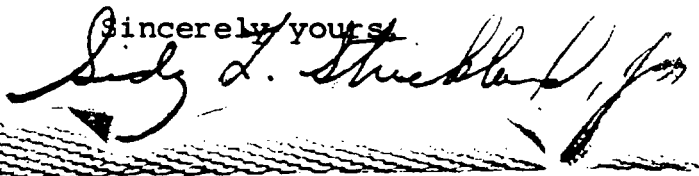
OFFICE OF THE SECRETARY

Alvord And Alvord
918 16th Street, NW
Ste. 200
Washington, DC. 20006-2973

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/28/92^{at} 1:40PM , and assigned re-
recording number(s). 18053, 18053-A, 18053-B and 18053-C.

Sincerely yours,


Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

AMOCO CHEMICAL TRUST 1992-B

SECURITY AGREEMENT-TRUST DEED 1992-B
SUPPLEMENT NO. 1

REGISTRATION NO. 8053 FILED 1425

DEC 28 1992 - 2 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT-TRUST DEED 1992-B SUPPLEMENT NO. 1 dated December 29, 1992 (this "Supplement"), from THE CONNECTICUT NATIONAL BANK, not in its individual capacity but solely as Trustee (the "Debtor") for Banc One Equipment Finance, Inc., and LASALLE NATIONAL BANK (the "Secured Party").

RECITAL:

The Security Agreement-Trust Deed 1992-B, dated as of December 22, 1992 (herein, together with any amendments and supplements heretofore made thereto, called the "Security Agreement"), between the parties hereto, provides for the execution and delivery on the Closing Date (such term and other defined terms in the Security Agreement being herein used with the same meanings) of a Supplement thereto substantially in the form hereof, which shall particularly describe the Units being acquired on the Closing Date and shall specifically grant and confirm a security interest in such Units to the Secured Party;

NOW, THEREFORE, the Debtor in consideration of the premises and other good and valuable consideration, receipt whereof is hereby acknowledged, and intending to be legally bound, and in order to secure the payment of the principal of and interest and premium, if any, on the Notes at any time outstanding under the Security Agreement according to their tenor and effect, and to secure the payment of all other indebtedness secured by the Security Agreement and the performance and observance of all the Debtor's covenants and conditions contained in the Notes, the Security Agreement and the Participation Agreement, does hereby convey, warrant, mortgage, assign and pledge unto the Secured Party, its successors in trust and assigns, and grant to the Secured Party, its successors in trust and assigns a security interest in, forever, all and singular of the Debtor's right, title and interest in the Units described in Schedule 1 attached hereto, whether now owned by the Debtor or hereafter acquired, leased or intended to be leased under the Lease, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Units, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Units, together with all the rents, issues, income, profits and avails therefrom, in each case excepting such thereof as remain the property of the Lessee under the Lease.

TO HAVE AND TO HOLD the aforesaid property unto the Secured Party, its successors in trust and assigns forever, upon the terms and conditions set forth in the Security Agreement for the benefit, security and protection of all present and future holders of the Notes.

Attached as Schedule 2 hereto is the amortization schedule for the Notes issued on December 29, 1992. Attached as Schedule 3 hereto is the Prepayment Premium schedule.

This Supplement shall be construed in connection with and as part of the Security Agreement and all terms, conditions and covenants contained in the Security Agreement, except as herein modified, shall be and remain in full force and effect.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the "Security Agreement-Trust Deed 1992-B dated as of December 22, 1992" without making specific reference to this Supplement, but nevertheless all such references shall be deemed to include this Supplement unless the context shall otherwise require.

* * * * *

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

THE CONNECTICUT NATIONAL BANK,
not in its individual
capacity but solely as Debtor

By: 

Name: ALAN B. COFFEY

Title: TRUST OFFICER

CORPORATE SEAL:

ATTEST:

By: 

Name: PETER H. FOWLER

Title: Vice President

SECURED PARTY:

LASALLE NATIONAL BANK, as
Secured Party

By: _____

Name: _____

Title: _____

CORPORATE SEAL:

ATTEST:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Debtor has caused this Supplement to be executed and delivered, and the Secured Party, in evidence of its acceptance of the trusts hereby created, has caused this Supplement to be executed and delivered on the day and year first above written.

DEBTOR:

THE CONNECTICUT NATIONAL BANK,
not in its individual
capacity but solely as Debtor

By: _____
Name: _____
Title: _____

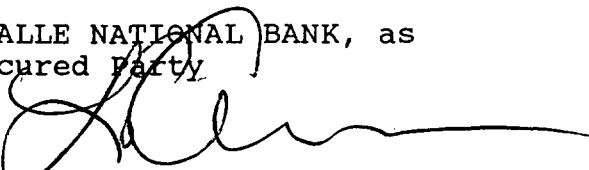
CORPORATE SEAL:

ATTEST:

By: _____
Name: _____
Title: _____

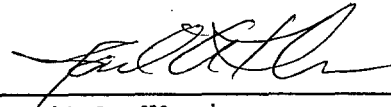
SECURED PARTY:

LASALLE NATIONAL BANK, as
Secured Party

By:  _____
Name: Lars P. Anderson
Title: Assistant Vice President

CORPORATE SEAL:

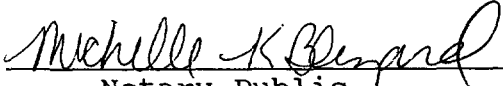
ATTEST:

By:  _____
Name: Gail A. Klewin
Title: ~~Vice President~~

Assistant Secretary

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS

On this 18th of December, 1992, before me personally appeared PETER H. FOWLER and ALAN B. COFFEY, to me personally known, who being by me duly sworn, say that they are VICE PRESIDENT and Trust Officer, respectively of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
MICHELLE K. BLEZARD
NOTARY PUBLIC
My Commission Expires March 31, 1994

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this _____ day of December, 1992, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of LASALLE NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

/cle/001/86

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ of December, 1992, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of THE CONNECTICUT NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 22nd day of December, 1992, before me personally appeared Lars P. Anderson and Gail A. Klewin, to me personally known, who being by me duly sworn, say that they are an Assistant Vice President and an Assistant Secretary, respectively, of LASALLE NATIONAL BANK, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and that they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Vernita L. Anderson

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

" OFFICIAL SEAL "
VERNITA L. ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/93

SCHEDULE 1
(to Security Agreement - Trust Deed 1992-B
Supplement No. 1)

Description of Units

The units comprise 62 covered hopper cars with stub center sills and fluidized butterfly discharge manufactured by ACF Industries, Inc., Specification No. 500P0055, dated September 1, 1992. Each car has a capacity of 5,250 cubic feet and 100 tons. Car numbers are as follows:

<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>	<u>Car Number</u>
AMCX 106200	AMCX 106223	AMCX 106239	AMCX 106255
AMCX 106201	AMCX 106224	AMCX 106240	AMCX 106256
AMCX 106202	AMCX 106225	AMCX 106241	AMCX 106257
AMCX 106203	AMCX 106226	AMCX 106242	AMCX 106258
AMCX 106205	AMCX 106227	AMCX 106243	AMCX 106259
AMCX 106208	AMCX 106229	AMCX 106244	AMCX 106260
AMCX 106210	AMCX 106230	AMCX 106245	AMCX 106261
AMCX 106214	AMCX 106231	AMCX 106246	AMCX 106262
AMCX 106215	AMCX 106232	AMCX 106247	AMCX 106263
AMCX 106216	AMCX 106233	AMCX 106249	AMCX 106264
AMCX 106217	AMCX 106234	AMCX 106250	AMCX 106265
AMCX 106219	AMCX 106235	AMCX 106251	AMCX 106266
AMCX 106220	AMCX 106236	AMCX 106252	AMCX 106267
AMCX 106221	AMCX 106237	AMCX 106253	AMCX 106268
AMCX 106222	AMCX 106238	AMCX 106254	AMCX 106269
			AMCX 106272
			AMCX 106273

SCHEDULE 2
(to Security Agreement - Trust Deed 1992-B
Supplement No. 1)

AMORTIZATION SCHEDULE

Payments Required Per \$1,000,000 Principal Amount
of Secured Notes Issued by the Debtor

Date	Takedown	Principal Repayment	Interest	Debt Service	Balance
28-Jun-93	1000000.00	-39500.00	39500.00	0.00	1039500.00
28-Dec-93	0.00	61433.90	41060.25	102496.15	978064.10
28-Jun-94	0.00	-38633.53	38633.53	0.00	1016697.63
28-Dec-94	0.00	62336.60	40159.55	102496.15	954361.03
28-Jun-95	0.00	-37697.26	37697.26	0.00	992058.29
28-Dec-95	0.00	63309.85	39184.30	102496.15	928748.44
28-Jun-96	0.00	-36685.56	36685.56	0.00	965434.00
28-Dec-96	0.00	64361.51	38134.64	102496.15	901072.49
28-Jun-97	0.00	-35392.36	35392.36	0.00	936664.85
28-Dec-97	0.00	65497.89	36998.26	102496.15	871166.96
28-Jun-98	0.00	0.00	34411.10	34411.10	871166.96
28-Dec-98	0.00	33673.97	34411.10	68085.07	837492.99
28-Jun-99	0.00	0.00	33080.97	33080.97	837492.99
28-Dec-99	0.00	36334.21	33080.97	69415.18	801158.78
28-Jun-2000	0.00	0.00	31645.77	31645.77	801158.78
28-Dec-2000	0.00	32300.73	31645.77	63946.50	768858.05
28-Jun-2001	0.00	0.00	30369.89	30369.89	768858.05
28-Dec-2001	0.00	23369.97	30369.89	53939.86	743288.08
28-Jun-2002	0.00	0.00	29359.88	29359.88	743288.08
28-Dec-2002	0.00	82793.54	29359.88	112153.42	660494.54
28-Jun-2003	0.00	0.00	26089.54	26089.54	660494.54
28-Dec-2003	0.00	42417.03	26089.54	68506.57	618077.51
28-Jun-2004	0.00	0.00	24414.06	24414.06	618077.51
28-Dec-2004	0.00	76723.13	24414.06	101137.19	541354.38
28-Jun-2005	0.00	0.00	21383.50	21383.50	541354.38
28-Dec-2005	0.00	85899.10	21383.50	107282.60	453453.28
28-Jun-2006	0.00	0.00	17990.49	17990.49	453453.28
28-Dec-2006	0.00	92964.20	17990.49	110954.69	362491.08
28-Jun-2007	0.00	0.00	14318.40	14318.40	362491.08
28-Dec-2007	0.00	100610.39	14318.40	114928.79	261880.69
28-Jun-2008	0.00	0.00	10344.29	10344.29	261880.69
28-Dec-2008	0.00	108885.48	10344.29	119229.77	152995.21
28-Jun-2009	0.00	0.00	6043.31	6043.31	152995.21
28-Dec-2009	0.00	117841.18	6043.31	123884.49	35154.03
28-Jun-2010	0.00	0.00	1388.59	1388.59	35154.03
28-Dec-2010	0.00	35154.03	1388.59	36542.62	0.00
28-Jun-2011	0.00	0.00	0.00	0.00	0.00
28-Dec-2011	0.00	0.00	0.00	0.00	0.00
28-Jun-2012	0.00	0.00	0.00	0.00	0.00
28-Dec-2012	0.00	0.00	0.00	0.00	0.00
28-Jun-2013	0.00	0.00	0.00	0.00	0.00

\$1,000,000.00 \$1,000,000.00 \$945,327.29 \$1,945,327.29

SCHEDULE 3
(to Security Agreement - Trust Deed 1992-B
Supplement No. 1)

PREPAYMENT PREMIUM SCHEDULE

<u>If prepaid during</u> <u>the year ending</u>	<u>Percentage of</u> <u>Principal Amount</u>
September 28, 2000	5.135%
September 28, 2001	4.740%
September 28, 2002	4.345%
September 28, 2003	3.950%
September 28, 2004	3.555%
September 28, 2005	3.160%
September 28, 2006	2.765%
September 28, 2007	2.370%
September 28, 2008	1.975%
September 28, 2009	1.580%
September 28, 2010	1.185%
September 28, 2011	0.790%